

This Instrument Prepared By and Return To:
H. Lee Shaw, P.C.
6075 Poplar Avenue, Suite 420
Memphis, TN 38119
901-767-8000

9/12/06 8:20:57
BK 2,561 PG 505
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

DEED OF TRUST

THIS INDENTURE made and entered into this 17th day of August, 2006, by and between **T. CLAY WILLIAMS AND WIFE, KRISTEN WILLIAMS**, its heirs, representatives, successors and assigns, ("**Borrower**"), and **VICKIE RUTHERFORD**, of Desoto County, Mississippi, her heirs and assigns ("**Trustee**").

WITNESSETH: That for and in consideration of Five Dollars Cash in hand paid by Trustee to Borrower, and the debt and trusts hereinafter mentioned, Borrower has bargained and sold and does hereby bargain, sell, convey and confirm unto Trustee the following described real estate situated and being in DeSoto County, Mississippi (the "**Property**"), to wit:

Lot 50, Section A, Apple Creek Subdivision, in Section 10, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 27, Pages 3-7, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The Property is the same property conveyed to T. Clay Williams by Warranty Deed recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, in Book 537, Page 376.

TOGETHER WITH all fixtures appurtenant thereto, which shall include all items of tangible personal property owned by Borrower insofar as they now are or may hereafter belong to or be used with the Property or any building or improvements or which are reasonably necessary to the use of the Property, all of which shall be deemed to be affixed to and to be a part of the Property and shall be subject to the lien hereof and a part of the security for the indebtedness hereinafter described.

TO HAVE AND TO HOLD, the Property, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Trustee in fee simple forever, and Borrower does hereby covenant with Trustee that Borrower is lawfully seized in fee of the Property; that Borrower has a good right to sell and convey the same; that the same is unencumbered and that the title and quiet possession thereto Borrower hereby warrants and shall forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other; that is to say: that Borrower is now indebted to **H. LEE SHAW, TRUSTEE OF THE H. LEE SHAW REVOCABLE LIVING TRUST DATED MAY 25, 2005**, its successors and assigns ("**Lender**"), and this Deed of Trust is made to secure the full, prompt and final payment of any and all such indebtedness, including principal, interest, attorneys' fees and costs as well as the expense of administering this trust, all as may be provided herein or in any other instruments evidencing such indebtedness, specifically including, the following purpose, to wit:

Borrower is justly indebted to Lender in the sum of **ONE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$161,900.00)**, evidenced by that certain promissory note of even date herewith (the "**Note**") and due and payable as follows:

AS TO PRINCIPAL ONLY:
On February 1, 2007.

AS TO INTEREST ONLY:
At maturity.

Borrower desires to secure and make certain the payment of any and all of the aforesaid indebtedness and of any and all renewals and extensions thereof. Now, therefore, Borrower agrees that, so long as any part of the aforesaid indebtedness, present and future, shall remain unpaid, Borrower shall (1) pay all taxes and assessments against the Property prior to delinquency, and deposit all tax receipts with Lender; (2) insure the buildings on the Property against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by Lender, for not less than the lesser of (a) the insurable value thereof or (b) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the Property; (3) cause said policies to contain a standard mortgage clause in favor of Lender and deposit said policies with Lender; (4) protect the improvements on the Property by proper repairs and maintain them in good repair and condition; (5) not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; and (6) pay such expenses and fees as may be necessary in the protection of the Property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by Trustee in any legal proceeding to which Borrower is made or becomes a party. The net proceeds resulting from the taking of all or any part of the Property by eminent domain, or from the sale in lieu thereof, shall be applied upon the aforesaid indebtedness. In the event of the damage to the improvements on the Property by fire or other casualty, the net proceeds of the insurance shall be applied upon the aforesaid indebtedness, or at the option of Lender, such proceeds may be used to restore the improvements to their former condition.

Lender may, at its option, advance and pay such sums as may be proper to satisfy taxes, maintain insurance

and repairs, and protect and preserve the Property. Such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the dates of said advances and shall be secured by the lien of this Deed of Trust.

In the event of any default in any of the terms and conditions of any deed of trust, or other express encumbrance, the lien of which may be or become prior and paramount to the lien of this Deed of Trust, then in every such event, Lender may, at its option, declare the aforesaid indebtedness due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. Lender may, at its option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, or other express encumbrance, the lien of which is then prior and paramount to the lien of this Deed of Trust, may be satisfied. Such amounts so paid shall be repaid on demand with interest from the dates of such payments at the highest rate legally chargeable on the dates of such payments by Lender, shall be treated as part of the expense of administering this trust, and shall be secured by the lien of this Deed of Trust. The advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate the aforesaid indebtedness.

If Borrower shall pay the aforesaid indebtedness when due and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and Lender shall execute a proper deed of release of this Deed of Trust at the expense of Borrower.

But if Borrower shall (1) fail to abide by each term and condition of the Note, this Deed of Trust and/or any other related instrument; (2) fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent; (3) fail to maintain insurance, make necessary repairs, or pay the necessary expense(s) of protecting the Property and executing this trust, then all of the aforesaid indebtedness shall, at the option of Lender and without notice, become immediately due and payable, principal and interest; and Trustee is hereby authorized and empowered to enter and take possession of the Property, and before or after such entry, to sell the Property conveyed to satisfy the indebtedness at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the name of the original Borrower in this Deed of Trust. Borrower hereby waives the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the Property as a whole, regardless of how it is described. From the proceeds of the sale, Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the indebtedness due Lender by Borrower, including accrued interest and attorney's fees due for collection; and then, lastly, any balance remaining to Borrower. Trustee shall convey the Property to the purchaser in fee simple and deliver possession to the purchaser, which Borrower shall give without obstruction, hindrance or delay.

Lender may become the purchaser at any sale under this conveyance.

If the aforesaid indebtedness or other obligations secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, Borrower shall pay all costs of collection and litigation, together with an attorney's fee as provided herein and/or the documents evidencing the aforesaid indebtedness, or, if none is so provided, a reasonable attorney's fee. The same shall be a lien on the Property and enforceable by a sale of the Property as herein provided.

The proceeds of any sale shall be applied as follows: first, to the payment of the expenses of making, maintaining and executing this trust, the protection of the Property including the expense of any litigation and attorney's fees, and the usual fees to Trustee; second, to the payment of the aforesaid indebtedness without preference or priority of any part over any other part, and any balance of the aforesaid indebtedness remaining unpaid shall be the subject of immediate suit; and third, should there be any surplus, Trustee shall pay it to Borrower. In the event of the death, refusal, or inability to act hereunder for any cause on the part of Trustee, or of any successor trustee, or for any other reason satisfactory to Lender, Lender may, either in its own name or through an attorney-in-fact appointed for the purpose by written instrument duly registered, name and appoint a successor or successors to execute this Deed of Trust, such appointment to be evidenced by a writing, duly acknowledged. When such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title and clothed with all the power of Trustee. Such like power of substitution shall continue so long as any part of the aforesaid indebtedness remains unpaid. Borrower agrees that at any time after the occurrence of an event of default under this Deed of Trust, the Note, or any related document, or upon failure to perform any of the covenants to be kept and performed by Borrower, Trustee may enter upon and take possession of the Property and collect the rents and profits therefrom with payment of such to Trustee after default being full acquittance to the tenant. Trustee shall be required to account only for the net rents received by him. From and after the conveyance of the Property under this Deed of Trust, Borrower shall, at the option of the purchaser, be and become a tenant at will of the purchaser, at a reasonable monthly rental, commencing with the date of delivery of said conveyance.

All of the aforesaid indebtedness shall become immediately due and payable without notice at the option of Lender in the event of the sale, transfer, conveyance, further encumbrance, or any change in the title, legal or equitable, to the Property or any part thereof subsequent to the date hereof if made without the express prior written consent of Lender.



Without first obtaining the written consent of Lender, Borrower shall not (i) assign or grant any security interest in the rents to be derived from leases of the Property or any part thereof or improvements thereon nor (ii) consent to the cancellation, surrender, or modification of any lease of the Property.

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required and to execute any conveyance of the Property. In the event that more than one Trustee be named herein and the substitution of a Trustee shall become necessary for any reason, the substitution of one Trustee in the place of those or any of those named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of Trustee, or any successor in trust, making oath or giving bond, is expressly waived.

No waiver by Trustee or by Lender shall be construed as a waiver of a subsequent similar default or any other default by Borrower.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this Deed of Trust may require.

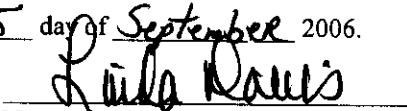
IN WITNESS WHEREOF, Borrower has executed, or has caused to be executed, this Deed of Trust on the day and year hereinbefore set forth.


T. CLAY WILLIAMS

KRISTEN WILLIAMS

STATE OF TENNESSEE
COUNTY OF SHELBY

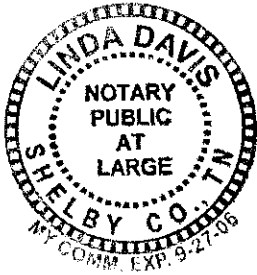
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared T. Clay Williams and wife, Kristen Williams, to me known or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 5 day of September 2006.


Notary Public

My Commission Expires:

Property Address:
2155 Church Road
Horn Lake, MS 38637



Mail Tax Bills to: (Person or Agency
responsibility for payment of taxes)
T. Clay Williams
6753 Ann Marie Cove
Olive Branch, MS 38654